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By Nelia T. de Guzman
Nelia T. de Guzman

Date February 4, 2004

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor(s): David R. Smith Group Art Unit:
Application No.: 10/687,179 Examiner:
Filed: 10/15/2003
Title: Laminograph Deshadowing
Attorney Docket No.: 10020667-1

PETITION TO ACCEPT DECLARATION WITHOUT INVENTOR'S SIGNATURE
PURSUANT TO 37 C.F.R. 1.47

Commissioner for Patents
Washington, D.C. 20231

Sir:

Submitted herewith as Exhibit A is evidence sufficiently establishing that the inventor, David R Smith, of the above identified application refuses to join in the instant application or cannot be found or reached after diligent effort. The last known address of the foregoing inventor is:

David R. Smith
5454 Milligan Drive
San Jose, CA 95124


Applicant respectfully requests that the unsigned Declaration for the application filed on 10/15/2003 be accepted by the U.S. Patent and Trademark Office without the signature of inventor David R. Smith pursuant to 37 C.F.R. 1.47(a). Separately submitted herewith is an authorization to charge the petition fee set forth in 37 C.F.R.

Agilent Technologies Attorney Docket No. : 10020667-1

1.17(h) and any other required fees to Agilent Technologies deposit account no. 50-1078.

Respectfully Submitted,

AGILENT TECHNOLOGIES INC.

By: 

Robert T. Martin
Reg. No. 32,426

Agilent Technologies Inc.
Legal Department, DL 429
Intellectual Property Administration
P. O. Box 7599
Loveland, Colorado 80537-0599

Dated: February 04, 2004

Tel.: 650 485-7533



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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Application No.: 10/687,179 Examiner:
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Title: Laminograph Deshadowing
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DECLARATION BY ROBERT T. MARTIN IN SUPPORT OF PETITION UNDER
37 C.F.R 1.47

Commissioner for Patents
Washington, D.C. 20231

Sir:

1.

I, Robert T. Martin, am an attorney representing Agilent Technologies, Inc. ("Agilent") in the above identified matter. It is believed that David R Smith conceived the present invention while an employee of Agilent. Shown as Exhibit B to this Declaration is a reproduction of the Agreement Regarding Confidential Information and Proprietary Developments (ARCIPD) signed by David R Smith on October 9, 1999. In section 3(c) of the ARCIPD, David R. Smith agrees "to execute all documents and cooperate with Agilent in all necessary activities to obtain patent, copyright, mask works, and/or trade secret protection in all countries, at Agilent's expense."

2.

While Mr. Smith is no longer employed by Agilent, the preparation of the instant patent application was begun during his employment. During the period of his employment, Mr. Smith was contacted frequently by outside counsel responsible for preparing the application. Mr. Smith on several occasions willingly provided descriptions of the subject matter of the instant application and reviewed drafts. Work on the application continued after the termination of Mr. Smith's employment with Agilent. Mr. Smith reviewed and approved an additional draft of the application, and provided information for the IDS filed with the application.

3.

A set of formal documents, including a copy of the application approved by Mr. Smith, the Declaration and Power of Attorney, and Assignment, was sent to Mr. Smith via Federal Express on September 26, 2003. While Mr. Smith acknowledged receipt of these materials in an electronic mail dated September 29, 2003, Mr. Smith has not returned the documents as requested.

4.

The instant application was filed with the U.S.P.T.O. on October 15, 2003, without the signature of inventor David R Smith.

5.

An additional set of the documents, the Declaration and Power of Attorney, and Assignment, were sent to Mr. Smith on October 29, 2003, via Express Mail. As of the date of this Declaration, we have not received signed copies of the documents from Mr. Smith.

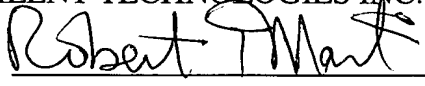
6.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief; are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both,

under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully Submitted,

AGILENT TECHNOLOGIES INC.

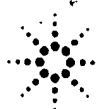
By: 

Robert T. Martin
Reg. No. 32,426

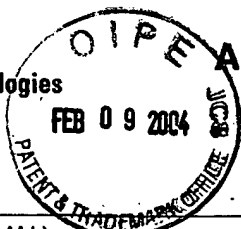
Agilent Technologies Inc.
Legal Department, DL 429
Intellectual Property Administration
P. O. Box 7599
Loveland, Colorado 80537-0599

Dated: February 04, 2004

Tel.: 650 485-7533



Agilent Technologies



Agreement Regarding Confidential Information and Proprietary Developments (ARCIPD)

OFIS #0122

Please type or print in black ink.

2666023

EMPLOYEE NAME (Last, First, M.I.) Smith, David R.	EMPLOYEE NUMBER 267864
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1. I am employed or desire to be employed by Agilent Technologies, Inc. (Agilent). I understand, however, that this Agreement is not a promise or a contract for employment by Agilent.
2. This Agreement concerns trade secrets, confidential business and technical information, and know-how not generally known to the public, (hereinafter "Confidential Information"), which is acquired or produced by me in connection with my employment by Agilent. Confidential Information may include, without limitation, information on Agilent organizations, staffing, finance, information of employee performance, compensation of others, research and development, manufacturing and marketing, as well as information which Agilent receives from others under an obligation of confidentiality. I agree:
 - a. to use such information only in the performance of Agilent duties;
 - b. to hold such information in confidence and trust; and
 - c. to use all reasonable precautions to assure that such information is not disclosed to unauthorized persons or used in an unauthorized manner, both during and after my employment with Agilent.
3. This Agreement also concerns inventions and discoveries (whether or not patentable), designs, works of authorship, mask works, improvements, data, processes, computer programs and software (hereinafter called "Proprietary Developments") that are conceived or made by me alone or with others while I am employed by Agilent and that relate to the research and development or the business of Agilent, or that result from work performed by me for Agilent. Such Proprietary Developments are the sole property of Agilent, and I agree:
 - a. to disclose them promptly to Agilent;
 - b. to assign them to Agilent; and
 - c. to execute all documents and cooperate with Agilent in all necessary activities to obtain patent, copyright, mask works and/or trade secret protection in all countries, at Agilent's expense.

In compliance with prevailing provisions of relevant state statutes,¹ this Agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employers actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

4. I agree to honor any valid disclosure or use restrictions on Confidential Information known to me and received from any former employers or any other parties prior to my employment by Agilent, and I agree not to bring onto the premises of Agilent any such information in whatever physical form without prior written consent of such former employers or other parties.
5. The product of all work performed by me during and within the scope of my Agilent employment including, without limitation, any reports, documents, drawings, computer programs, devices and models, will be the property of Agilent; and Agilent will have the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such a work product.
6. I will not remove any Agilent property from Agilent premises without Agilent's permission.
7. I agree not to disrupt, damage or interfere with the operation or business of Agilent by soliciting or recruiting its employees for myself or others, both during my employment at Agilent and for a period of two years following termination of my employment with Agilent.
8. Upon termination of my employment with Agilent, I will return all Agilent property to Agilent unless Agilent's written permission to keep it is obtained.
9. The provisions of this Agreement will be separately construed. If any of them is held to be unenforceable, the remaining provisions will not be affected.

EMPLOYEE SIGNATURE <i>David R. Smith</i>	DATE 10/9/1999
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¹Including: California Labor Code, Section 2870; Illinois 765ILCS1060/1-3, "Employees Patent Act,."; Washington Rev. Code, Title 49 RCW: Labor Regulations, Chapter 49.44.140; Minnesota Statutes, 13A, Section 181.78; and North Carolina General Statutes, Article 10A, Chapter 66, Commerce and Business, Section 66-57.1.

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